

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NEW YORK SMSA LIMITED PARTNERSHIP d/b/a/
VERIZON WIRELESS, and HOMELAND TOWERS, LLC,

Plaintiffs,

-against-

THE VILLAGE OF NELSONVILLE, THE VILLAGE OF
NELSONVILLE VILLAGE BOARD, THE VILLAGE OF
NELSONVILLE ZONING BOARD OF APPEALS, THE
VILLAGE OF NELSONVILLE PLANNING BOARD, MINDY
JESEK, FOIL OFFICER AND VILLAGE CLERK (in her
official capacity) and WILLIAM BUJARSKI, BUILDING
INSPECTOR (in his official capacity),

Defendants.

NEW CINGULAR WIRELESS PCS, LLC
d/b/a AT&T MOBILITY,

Plaintiff,

-against-

THE VILLAGE OF NELSONVILLE,

Defendant.

STIPULATION OF SETTLEMENT AND CONSENT ORDER

WHEREAS, the plaintiffs New York SMSA Limited Partnership d/b/a Verizon Wireless, Homeland Towers, LLC and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (collectively, "Plaintiffs"), commenced these actions on June 29, 2018, against defendants the Village of Nelsonville, the Village of Nelsonville Village Board, the Village of Nelsonville Zoning Board of Appeals, the Village of Nelsonville Planning Board, Mindy Jesek, Foil Officer and Village Clerk (in her official capacity) and William Bujarski, Building Inspector (in his official capacity) (collectively, "Village" or "Defendants"), seeking *inter alia* a Judgment and Order finding that Defendants' denial of Plaintiffs'

request to install and maintain a telecommunications facility at 15 Rockledge Road, Nelsonville, New York ("Property") violated Plaintiffs' rights under the Telecommunications Act of 1996 ("TCA"), as codified at 47 U.S.C. § 332(c) and § 253(a) and directing Defendants to immediately issue any and all local approvals necessary for Plaintiffs to install and operate the facility that is the subject of this action;

WHEREAS, the Village denied Plaintiffs' request to build a 120-foot-tall cellular communications facility because, among other reasons, the Village concluded that (i) the Plaintiffs failed to comply with the Village Zoning Code requiring that the proposed installation be minimized to a level of insignificance; (ii) the proposed installation would result in a negative aesthetic impact in an area of scenic and historical significance; (iii) the Plaintiffs failed to demonstrate a significant gap in cellular call coverage in the Village of Nelsonville; and (iv) the Plaintiffs failed to locate the proposed tower where the visual impact is least detrimental;

WHEREAS, the Village denies all of the allegations in the Complaints and First Amended Complaint, and denies that it has any liability relating to these allegations and Plaintiffs deny that the Village had a basis to deny the applications and that they have any liability to the Village;

WHEREAS, this Stipulation of Settlement and Consent Order ("Consent Order") is not an admission by the Defendants or the Plaintiffs of any liability or wrongful conduct;

WHEREAS, to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation, Plaintiffs and Defendants have agreed to settle this action, pursuant to the terms and conditions set forth herein; and

WHEREAS, Plaintiffs and Defendants, intending to be legally bound, have consulted with their counsel and the undersigned counsel herein have the requisite authority and approval to enter into this Consent Order.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY PLAINTIFFS AND DEFENDANTS, AND ORDERED BY THE COURT THAT:

1. Within 60 days of the date the Court "So Orders" this Consent Order, Plaintiffs will submit a complete application for a building permit to install a 95-foot-tall monopine tower (plus branches) and telecommunications facility at the Property as described and shown on the drawings attached hereto as Exhibit A (the "Facility").

2. Plaintiffs agree that: (i) the Facility will be surrounded by a 8-foot-height cedar privacy fence; (ii) the Facility's security and other lighting systems will be designed, installed and maintained in such a manner (through motion detection, automatic shut-off, projecting downward, shielding, and minimum wattage) as to minimize or eliminate light pollution; (iii) the Facility will be designed, installed and maintained in such a manner as to minimize or eliminate noise pollution; (iv) the color of the monopine tower, the retaining wall design and appearance, the fencing about the retaining wall, the sizing for the level spreader and stone rip-rap at the pipe outlets, and the layout/geometry of the site access driveway will be subject to the reasonable approval of the Village at the building permit stage; (v) the monopine tower will simulate a pine tree to the greatest extent that is commercially reasonable, including high-density branches with needles from the top of the tower to approximately 40 feet above finished grade as measured from the top of the foundation and as shown on Exhibit A, with non-uniform branch lengths, and with the height of the branches being consistent with the drawings attached hereto as Exhibit A; (vi) the vegetative screening, netting and fencing used at the Facility will be camouflaged in color for woodland environments (*i.e.*, green, brown or black); (vii) Plaintiffs will maintain during the life of the Facility the cedar privacy fence, vegetative screening and all other elements of the Facility to function and appear in substantially the same manner as when the certificate of compliance is issued by the Village; (viii) in order to ensure that government and emergency service vehicles have access to the Facility, Plaintiffs will keep the access drive on the

Property in good order and repair, and free of impediments to access; (ix) no other towers or telecommunications facilities shall be permitted anywhere on the Property (however, subject to all necessary approvals, other telecommunications antennas and equipment shall be permitted to be collocated on the monopine and within the fenced compound associated with the Facility); (x) no other structures shall be permitted on the Property except for within the fenced compound or on the monopine tower; and (xi) the remainder of the Property shall be preserved from future development beyond the limits of the Facility compound and access drive. It is understood by the parties hereto that Homeland Towers holds an option to purchase the Property and intends to complete the purchase of the Property upon the full execution of this Consent Order. It is also understood that, if Homeland Towers does not become fee simple owner of the Property, the Village shall have no obligation to issue a building permit to construct the Facility. Within seven (7) days of the issuance of a building permit for the construction of the Facility, Homeland Towers shall record a restrictive covenant against the Property embodying the limitations set forth in paragraph 2(x), (x) and (xi) in a form approved by the Village ("Restrictive Covenant"). Homeland Towers will provide the Village with proof of the filing of the Restrictive Covenant within 2 days of its recordation. In the event the Facility is not constructed on the Property or a court of competent jurisdiction prevents the construction of the Facility, including access and/or utilities thereto, or requires the removal of the Facility from the Property, the provisions of paragraph 2(x) and 2(xi) shall not be applicable and the Property may be developed for any lawful purpose, subject to all necessary approvals.

3. Defendants shall issue Plaintiffs a building permit for the Facility within 15 days of the receipt of a complete application. The Building Permit application shall consist of the drawings attached hereto as Exhibit A, the contractor's insurance certificates, the customary Nelsonville Building Permit Application form and fee, under Village Zoning Code § 188-71(F), a \$25,000.00 bond in a form reasonably acceptable to the Village for decommission and removal of the Facility and a

\$50,000.00 bond in a form reasonably acceptable to the Village for repair and maintenance of Facility site improvements, a calculation of the Facility's worst-case Maximum Permissible Exposure ("MPE") levels for human radio frequency exposure, proof that Homeland is sole fee simple owner of the Property, and any other information requested by the Village in its reasonable discretion and customarily required for building permit applications.

4. Defendants shall issue a certificate of compliance within 15 days of Plaintiffs' complete request (including, third-party inspection reports, engineering reports evidencing compliance with the prescribed manner of construction, as-built drawings, proof of the filing of the Restrictive Covenant, elevation certificate showing compliance with height limitations and such other documents as may be reasonably requested by Defendants) for such issuance and upon proper and complete construction of the Facility. Upon issuance of the certificate of compliance, the Facility will be deemed a permitted use as if it had all necessary permits required by the Village including any necessary variance pursuant to New York State Village Law Section 7-736. However, nothing in this Consent Order shall be construed to mean that the Facility does not need to comply with all applicable existing laws. Plaintiffs shall comply Village Code §§ 188-70(A)(5), 188-70(A)(7), 188-70(B)(2)(b), 188-70(B)(3) (Decommission and removal shall be performed by the Plaintiffs, at their sole cost and expense, within 6 months of the cessation of operations of the tower for the transmission of wireless communications). In addition, if Plaintiffs add or make an application to add additional radio frequency carriers to the Facility, or make any other material change to the Facility, Plaintiffs agree to provide an updated calculation of the Facility's worst-case MPE levels for human radio frequency exposure.

5. Plaintiffs hereby forever waive and relinquish any rights they may have under any law whatsoever (e.g., Section 6409 (codified as 47 U.S.C.S. 1455(a)) of the Middle Class Tax Relief and Job Creation Act of 2012, and its implementing regulation 47 C.F.R. §1.6100, Nelsonville Zoning Code

Art. VII, etc.) to raise (or apply to raise) the height of the Facility (except as set forth in paragraph 12 herein).

6. Although Exhibit A already includes proposed landscaping, Plaintiffs shall establish a \$30,000.00 fund, to be held by and distributed by the Village to property owners near the Facility for the installation of landscaping. Plaintiffs shall have no responsibility to maintain any such landscaping. Such property owners that request in writing such funds for the installation of landscaping will execute in advance of the distribution of such funds a release of liability and waiver of claims related to the funds and the Facility and access thereto in a form reasonably acceptable to the Plaintiffs. The funds shall be delivered to Bleakley Platt & Schmidt, LLP in the form of a bank check made payable to the Village within 30 days of the date the Village issues all necessary certificates of completion for the Facility. The funds must be used specifically for landscaping purposes and any unused funds that are not distributed by the later of: (1) 6 months of the submission of the funds to Bleakley Platt & Schmidt, LLP, or (2) 3 months from the Village's issuance of the certificate of compliance, shall be returned to Plaintiffs to be used, within 12 months of return, to enhance the visual mitigation of the Facility. The appropriate enhanced visual mitigation measures will be proposed by the Village and reasonably agreed to by Plaintiffs. None of the landscaping funds can be distributed to any property owner that has a pending lawsuit related to the Facility, Property or easements or rights-of-way to the Property in any way whatsoever.

7. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order. For the avoidance of doubt, the "property owners near the Facility" referenced in paragraph 6 are not third-party beneficiaries under this Consent Order and have no rights or causes of action created by this Consent Order.

8. By entering this Consent Order, the Village makes no representation whatsoever whether the ability or authority to construct or maintain the proposed improvements in Exhibit A are

within the rights Plaintiffs claim under the "Existing Rockledge Road Access Easement" (Liber 667, pg. 615) referenced therein.

9. Within 30 days of the date the Court "So Orders" this Consent Order, Plaintiffs will reimburse the Village for the expenses it incurred in reviewing Plaintiffs' special use permit, variance and site plan approval applications in an amount of \$35,758.14. The reimbursement will be deemed full satisfaction of the expenses the Village incurred. The reimbursement shall be delivered to Bleakley Platt & Schmidt, LLP in the form of a bank check made payable to the Village and shall be in full satisfaction of any sums owed to the Defendants in connection with the underlying special use permit, variance and site plan applications submitted by Plaintiffs that were denied by the Village.

10. Plaintiffs and Defendants acknowledge that this Consent Order was the product of negotiation by all parties through their counsel, including negotiation as to the language set forth herein, and as such, to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Consent Order, the ambiguity shall not be resolved based on who drafted the Consent Order. The obligations of this Consent Order apply to and are binding upon the parties, and any successors and assigns or other entities or persons otherwise bound by law.

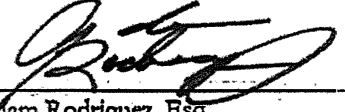
11. Plaintiffs knowingly and voluntarily release and forever discharge Defendants of and from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Defendants, the Plaintiffs ever had, now have or will ever have for, shall or may have for, upon, or by reason of this action, the Facility, the Property, and any matter related in anyway whatsoever to this action, from the beginning of time to the date the Court "So Orders" this Consent Order, including those claims that were asserted by Plaintiffs in this lawsuit.

12. Upon request of the Village, Plaintiff, Homeland Towers, shall make space available to the Village and local emergency service entities at no cost for the placement of three noncommercial emergency services antennas on the tower at a location, at the Village's option, either: (1) at, or below, 50 feet above ground level ("Bottom Mount"), (2) on the top of the tower provided no such emergency service antenna shall be any closer to the Verizon Wireless or AT&T Mobility antennas than twelve (12) feet (and with no unreasonably harmful interference to the signal transmission of other antennas on the tower) ("Top Mount"), or (3) at some combination of Bottom Mount and Top Mount; as well as related noncommercial equipment within a ten-foot by ten-foot space adjacent to the equipment compound. Homeland Towers shall not be responsible for the cost to purchase, install, or maintain any such antennas or equipment.


13. This Consent Order shall be deemed a Type II action under the New York State Environmental Quality Review Act, as it is the action of a court. 6 N.Y.C.R.R. § 617.5(c)(46).

14. Upon the execution of this Consent Order by or on behalf of all parties and the "so ordering" of this Consent Order by the Court, this action will be dismissed with prejudice, and without fees, costs, disbursements, damages, interest or attorneys' fees against any party, except as otherwise set forth herein. Any party may, upon notice, seek to enforce this Consent Order.

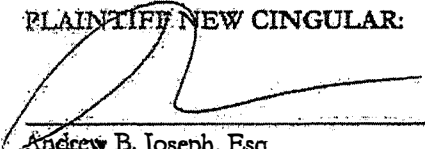
DEFENDANTS:


Adam Rodriguez, Esq.
BLEAKLEY PLATT & SCHMIDT, LLP
Attorneys for Defendants
One No. Lexington Avenue
White Plains, NY 10601
T. (914) 287-6145

PLAINTIFFS VERIZON & HOMELAND:

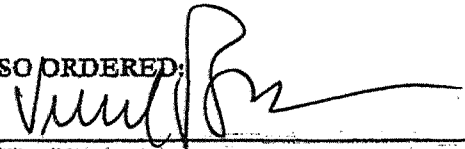

Robert D. Gaudio, Esq.
SNYDER & SNYDER, LLP
Attorneys for Plaintiffs Verizon & Homeland
94 White Plains Road
Tarrytown, NY 10591
T. (914) 333-0700

PLAINTIFF NEW CINGULAR:


Andrew B. Joseph, Esq.
DRINKER BIDDLE & REATH, LLP
Attorneys for New Cingular
1177 Avenue of the Americas
New York, NY, 10036-2714
T. 973-549-7264

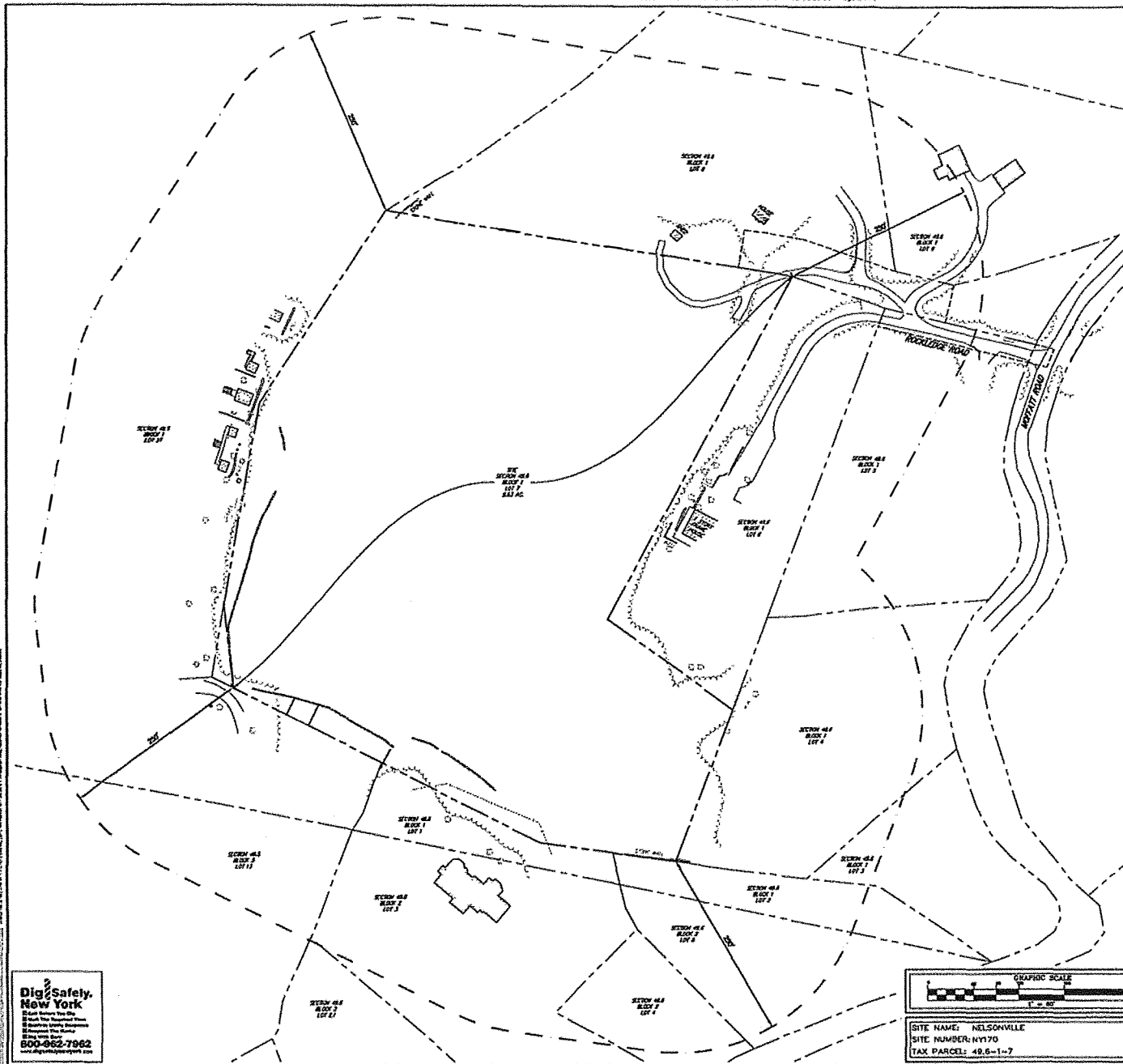
Dated: January 29, 2020

SO ORDERED:


The Honorable Vincent L. Briccetti
United States District Judge

The Clerk is instructed to file this Order in both cases (18cv5888 and 18cv5932) and close both cases.

SITE NAME: NELSONVILLE
SITE NUMBER: NY170
TAX PARCELS: 49.6-1-7



LEGEND	
---	EXISTING PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	EXISTING EASEMENT LINE
---	EXISTING EASEMENT LINE
---	EXISTING EASEMENT LINE
---	EXISTING EASEMENT LINE
---	250' RADIUS

NOTES

- EXISTING EASEMENTS SHOWN ON THIS PLAN HAVE BEEN LOCATED FROM A GRADING FIELD SURVEY OF PROPERTY PREPARED BY RABET & WATSON SURVEYING & ENGINEERING, INC. (DATE 05/27/2019).
- SUPPLEMENTAL EXISTING EASEMENTS SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM PUTNAM COUNTY ZONING ORDINANCES, ORDINANCES, AND ORDINANCES AS APPLICABLE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY.

PROPERTY OWNERS WITHIN 250' OF SECTION 49.6, BLOCK 1, LOT 7

SECTION	BLOCK	LOT	PROPERTY OWNER	MAILING ADDRESS
49.6	1	8	ROBERT B. WELLS AND COURTNEY B. TEMPLER	10 ROCKLEDGE RD. COLD SPRING, NY 10516
49.6	1	9	JAY WELLS AND MELISSA OLIVER	8 ROCKLEDGE RD. NELSONVILLE, NY 10559
49.6	1	10	JANET B. CHAPMAN, RANDOLPH H. CHAPMAN, AND WENDY L. CHAPMAN	9 ROCKLEDGE RD. NELSONVILLE, NY 10559
49.6	1	11	WYNAL, CLORINDA AND ROSAMUND OLIVERMAN	113 HOFFERT RD. NELSONVILLE, NY 10559
49.6	1	12	HAROLD ARDELAND AND JANET ARDELAND	400 WILSON AVE. SPYGLASS, NY 10591
49.6	1	13	DAVE W. KIRCHHOFF AND SHARON KIRCHHOFF	81 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	14	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	15	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	16	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	17	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	18	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	19	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	20	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	21	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	22	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	23	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	24	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	25	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	26	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516
49.6	1	27	ALLEN T. DAVIS AND SHARON DAVIS	75 HOFFERT RD. COLD SPRING, NY 10516

NOTES

- TAX PARCEL DATA INCLUDING PROPERTY OWNER AND ADDRESS WERE OBTAINED FROM THE PUTNAM COUNTY GEOGRAPHIC INFORMATION SYSTEMS "WIDE WHITE ONLINE".

LOCAL, STATE, AND FEDERAL PARKLANDS WITHIN 1/2 MILE OF SITE

S-B-L	NAME	PROPERTY OWNER	MAILING ADDRESS
317-1-3	PUTNAM HIGHLAND STATE PARK	STATE OF NEW YORK	200 W. 10TH ST. NELSONVILLE, NY 10559

NOTES

- TAX PARCEL DATA INCLUDING PROPERTY OWNER AND ADDRESS WERE OBTAINED FROM THE PUTNAM COUNTY GEOGRAPHIC INFORMATION SYSTEMS "WIDE WHITE ONLINE".



SITE NAME: NELSONVILLE
SITE NUMBER: NY170
TAX PARCEL: 49.6-1-7

NO.	REVISION	DATE	BY
1	REVISION FOR VILLAGE COMMENTS	12/19/2017	PD
2	GENERAL REVISIONS	12/19/2017	PD

ANY ALTERATION OF PLANS, SPECIFICATIONS, PLANS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 209 OF THE NEW YORK STATE EDUCATION LAW, UNLESS IT IS PROVIDED FOR BY SECTION 209.1 SUBSECTION 2.

HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CT 06810

JMC ENGINEERING, LLC
A Subsidiary of JMC Engineering, LLC
JMC Engineering, LLC
100 HIGGINS ROAD - DANBURY, CT 06810
1-800-333-3333



SITE ABUTTERS PLAN
HOMELAND TOWERS
NELSONVILLE (NY170)
10 ROCKLEDGE ROAD
VILLAGE OF NELSONVILLE, NY



2D-2

2
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FORCIBLE EASE
SEE MAP ENCLOSED "SURVEYOR'S PLAN OF THE
MOUNTAIN ROAD PROPERTY" DATED FOR
RECORD IN PUBLIC RECORDS, FILED IN THE
CLERK'S OFFICE, COUNTY OF ALBANY, NEW YORK
ON OCTOBER 2, 2018 AS MAP NO. 2018

LEGEND	
	EXISTING PROPERTY LINE
	EXISTING PROPERTY LINE
	EXISTING BRIDGE
	EXISTING FENCE
	EXISTING UTILITY POLE
	EXISTING OVERHEAD WIRE
	EXISTING CONDUIT
	EXISTING WOOD SHED
	EXISTING STONE WALL

NOTES

- EXISTING CONDITIONS SHOWN ON THE PLAN HAVE BEEN
OBTAINED FROM A CURRENT SURVEY, SUBJECT TO THE
RECORDS OF THE COUNTY OF ALBANY, NEW YORK, AND THE
RECORDS OF THE COUNTY OF ALBANY, NEW YORK.
- SUPPLEMENTAL EXISTING CONDITIONS SHOWN ON THE PLAN
HAVE BEEN OBTAINED FROM PUBLIC RECORDS, SUBJECT TO THE
RECORDS OF THE COUNTY OF ALBANY, NEW YORK, AND THE
RECORDS OF THE COUNTY OF ALBANY, NEW YORK.
- AS PART OF THE APPLICATION, IT IS REQUIRED THAT THE
OWNER OF THE PROPERTY TO BE REMOVED SHALL BE
INFORMED OF THE REQUIREMENTS OF THE VILLAGE OF
NELSONVILLE, NEW YORK, AND THE REQUIREMENTS OF THE
VILLAGE OF NELSONVILLE, NEW YORK.

TREE REMOVAL TABLE									
D NUMBER	ABREVIATION	SPECIES	SIZE	HEALTH	D NUMBER	ABREVIATION	SPECIES	SIZE	HEALTH
1	W	W	12"	100%	1	W	W	12"	100%
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80	W	W	12"	100%	80	W	W	12"	100%
81	W	W	12"	100%	81	W	W	12"	100%
82	W	W	12"	100%	82	W	W	12"	100%
83	W	W	12"	100%	83	W	W	12"	100%
84	W	W	12"	100%	84	W	W	12"	100%
85	W	W	12"	100%	85	W	W	12"	100%
86	W	W	12"	100%	86	W	W	12"	100%
87	W	W	12"	100%	87	W	W	12"	100%
88	W	W	12"	100%	88	W	W	12"	100%
89	W	W	12"	100%	89	W	W	12"	100%
90	W	W	12"	100%	90	W	W	12"	100%
91	W	W	12"	100%	91	W	W	12"	100%
92	W	W	12"	100%	92	W	W	12"	100%
93	W	W	12"	100%	93	W	W	12"	100%
94	W	W	12"	100%	94	W	W	12"	100%
95	W	W	12"	100%	95	W	W	12"	100%
96	W	W	12"	100%	96	W	W	12"	100%
97	W	W	12"	100%	97	W	W	12"	100%
98	W	W	12"	100%	98	W	W	12"	100%
99	W	W	12"	100%	99	W	W	12"	100%
100	W	W	12"	100%	100	W	W	12"	100%

HOMELAND TOWERS, LLC
8 HARTWELL STREET, 2ND FLOOR
DANBURY, CT 06810

JMC
JMC TOWERS, LLC
8 HARTWELL STREET, 2ND FLOOR
DANBURY, CT 06810
TEL: 958-222-2222 • FAX: 958-222-2222
WWW.JMCTOWERS.COM



TREE REMOVAL PLAN
HOMELAND TOWERS
NELSONVILLE (NY170)
15 ROCKLEDGE ROAD
VILLAGE OF NELSONVILLE, NY



ANY ALTERATION OF PLANS,
SPECIFICATIONS, ETC., SHALL
BE SUBJECT TO THE REVIEW AND
APPROVAL OF THE VILLAGE OF
NELSONVILLE, NEW YORK.
SECTION 26-100 OF THE NEW
YORK STATE ELECTION LAW,
EXCEPT AS PROVIDED BY
SECTION 26-100(2).



SITE NAME: NELSONVILLE
SITE NUMBER: NY170
TAX PARCELS: 48.6-1-7

NO.	REVISION	DATE	BY	FOR
1.	REVISED FOR VILLAGE COMMENTS	12/19/2017	PD	PD
2.	GENERAL REVISIONS	12/19/2017	PD	PD
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

2D-4

2
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ZD-5





A#	REASON	DATE	P#
1.	REVISED PER VILLAGE COUNCILS	12/29/2017	PG
2.	CORRAL REVISIONS	12/10/2018	PG

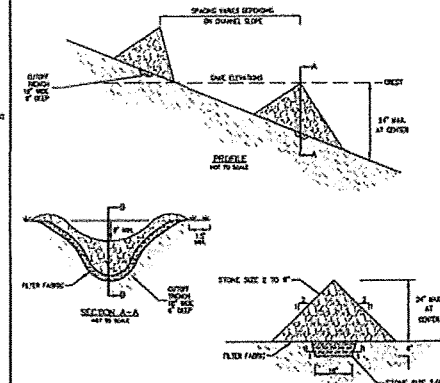
Project Office Stamp

[illegible]

HOMELAND TOWERS
NELSONVILLE (NY170)



HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CT 06810

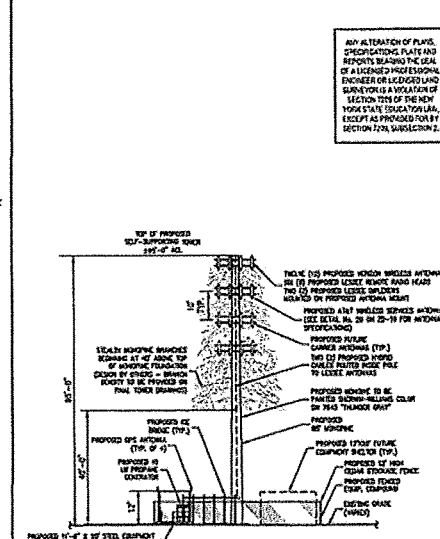


- [illegible]

1. STONE WILL BE PLACED ON A FILTER FABRIC FOUNDATION TO THE LINE, GRADES AND LOCATIONS SHOWN ON THE PLAN.
2. SETTING OF CHECK DAMS IS TO ACCURE WITH THE ELEVATION OF THE CREST OF THE CONCRETE DAM IS AT THE SAME ELEVATION OF THE TOP OF THE UPSTREAM DAM.
3. EXTEND THE STONE A MINIMUM OF 15 FEET BEYOND THE CATCH BANK TO INSURE THAT GUTTERS AROUND THE DAM.
4. PROTECT THE CHANNEL COUNTERSLOPE OF THE LOWER CHECK DAM FROM SCOUR BY PLACING WITH STONE OR LOGS TO FORM A PROTECTIVE SLOPE.
5. DURING THAT CHANNAL, APPROVED CATTLE OR HORSE AS GUESTS ENTRANCES FROM CHECK DAMS ARE NOT SUBJECT TO DAMAGE OR OBSTRUCTION FROM OVERPAZD STOCK.

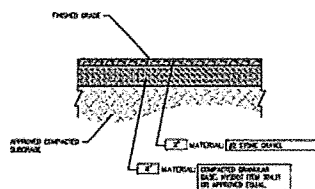
MAXIMUM DRAINAGE AREA 2 ACRES.

STONE CHECK DAM

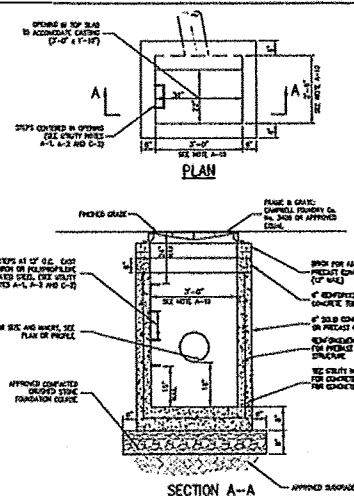


- NOTES:
1. METAL PLUMBER CLEAN, BOLT, BOWEN EYE SHALL BE SEWERLESS STEEL OR GALVANIZED STEEL.
 2. ALL LUMBER TO BE PRESURIZED TREATED WITH MOIST PROTECTANTIVE P IN GROUND USE. ALL LUMBER TO BE #1 GRADE.
 3. SEE SITE LAYOUT AND UNDERLAPING PLAN FOR LOCATION.
 4. FENCE POSTS SHALL BE SPACED NOT MORE THAN 8' ON CENTER.

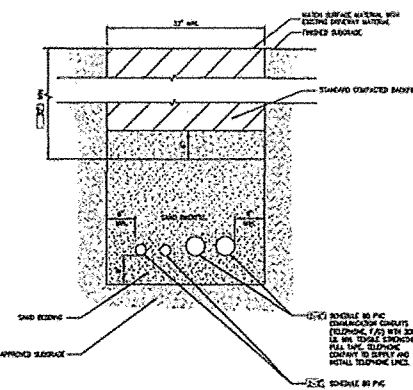
ANTENNA ELEVATION



8

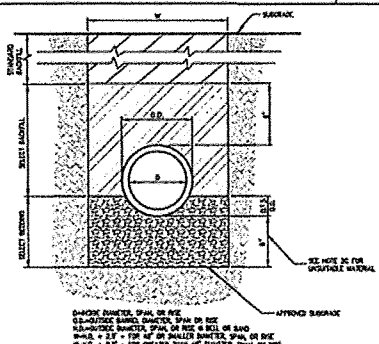


DRAIN INLET (TYPE DI)



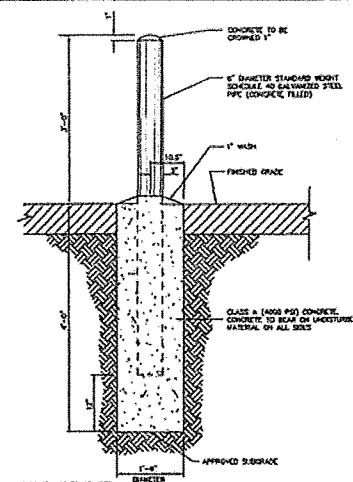
- NOTE:**
1. REFERENCE TO BE MADE IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CREDIT CARD AND INVOICES APPLICABLE.
 2. BOTTLES FOR PETE AND CRUSHED BOTTLES BE PLASTIC BOTTLES AND CAPSULES AVOIDED AND ONLY THE PETE OR CRUSHED IN GLASS (DO NOT WASHED BOTTLES). EACH LAYER SHALL BE THOROUGHLY AND COMPLETELY COMPACTED WITHIN THE BOTTLE BY OTHER LAYERS FROM THE PETE OR CRUSHED. THE REMOVAL OF THE CRUSHED BOTTLE THEN BE PLACED AND COMPACTED IN A MANNER OF THEM. [DO NOT LAYERS FROM LAYER SHALL BE COMPACTED BY APPROVED EQUIPMENT. DURING REMOVAL UNLESS OTHERWISE SPECIFIED BOTTLES SHALL BE COMPACTED TO NOT LESS THAN 100%]. WASHED BOTTLES BOTTLES IN ACCORDANCE WITH ASTM D6908-05 (2007) WHICH REQUIRE BOTTLES SHALL PROCEED UP TO THE LAYER AND LAYERS AS SHOWN ON THE COLUMNS.

UTILITY TRENCH DETAIL



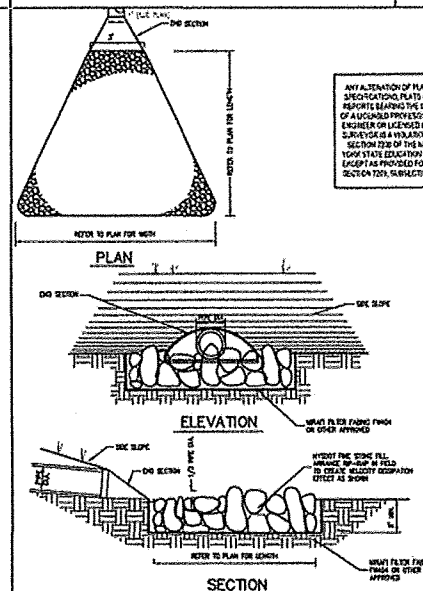
- Notes:
1. PLAT PLY + TROCH, MEDIAN, PLO SELECT MEDIAN AND SELECT ANCHOR SHALL BE:
A. STRICH UNDO ON CRUSSED STRICH IF THE MEDIAN IS DISCONTINUED IN TROCH.
B. 50% MEDIAN STRICH + 50% OF CRUSSED STRICH IN TROCH.
2. TROCH PLY SHALL BE USED IN THE FOLLOWING MANNER:
- A. FOR ALL AND SELECT FOLDED LAYER PLY (PAND) AND
 - B. FOR ALL PLY AND COHESIVE INTERFACIAL.
3. MEDIAN PLY AND LAMINATE PLY IN SECTION OF TROCH:
- A. SPIN UNDESIRABLE LAMINATE IS DISCONTINUED IN SECTION OF TROCH. IN BRIDGE CASE OF UNDESIRABLE LAMINATE, IT IS DISCONTINUED IF THE CRUSSED PLY IS SHOWN TO BE A MINIMUM OF 2 FEET ABOVE THE OUTSIDE TYP (AT THE HEAD OF THE PLY) BEHIND ANY TROCH DISCONTINUED.
4. MEDIAN COHESIVE LAYER IS PLACED FIRST AND COMPLETELY AROUND AND OVER THE PLY OF COHESIVE IN THE BRIDGE MEDIAN. COHESIVE LAYER SHALL BE INTERLOCKED AND COMPLETELY COMPACTED WITH THE LAMINATE COHESIVE LAYER. MEDIAN COHESIVE LAYER SHALL BE PLACED OVER THE LAMINATE THAT THEY ARE PLACED AND COMPACTED IN A MINIMUM OF 2 FEET.
5. UNDER LAMINATE, EACH LAYER SHALL BE COMPACTED BY APPROVED MECHANICAL TAMPING TO THE FULL DENSITY OF THE LAMINATE. THE MEDIAN COHESIVE LAYER SHALL BE TAMPED IN PLACE. MEDIAN LAMINATE SHOULD BE PLACED IN ACCORDANCE WITH ASBESTOS DE-POST BY THE MEDIAN COHESIVE LAYER SHALL PROCEED UP TO THE LAMINATE AND BE PLACED AS SHOWN ON THE DRAWINGS.

TYPE II TRENCH



- NOTES:**
1. WHEN PROTECTION POSTS ARE TO BE USED FOR PROTECTION OF HANDCAP PARKING SPOTS OR OTHER TRAFFIC SIGNS, SIGN SUPPORTING POSTS SHALL BE A MINIMUM OF THREE (3) FEET INTO THE CONCRETE.
2. POST FOR HANDCAP PARKING STALLS SHALL BE PAINTED BLUE AS FOLLOWS:
- a. SOLVENT CLEAN TO REMOVE OIL, GREASE AND OTHER CONTAMINANTS.
- b. PRIME METAL SURFACE FOR GALVANIZED STEEL.
- c. APPLY TWO (2) FINISH COATS OF APPROVED EXTERIOR PAINT FOR METAL SURFACES.
- 5'-6" APPROVED SIGN
DIAMETER

STEEL PIPE PROTECTION POST



RIP-RAP APRON

GRASS SWALE

12

DRAIN INLET (TYPE DI)

13

TYPE II TRENCH

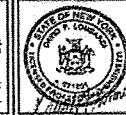
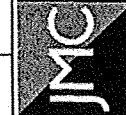
14

RIP-RAP APRON

15

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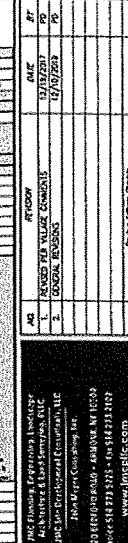
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CONSTRUCTION DETAILS

HOMELAND TOWERS
NELSONVILLE (NY170)
15 ROCKLEDGE ROAD
VILLAGE OF NELSONVILLE, NY

FD-302 (Rev. 11-27-70)
DATE 01/11/2017
TIME 15237
BY 2-1
ZD-9

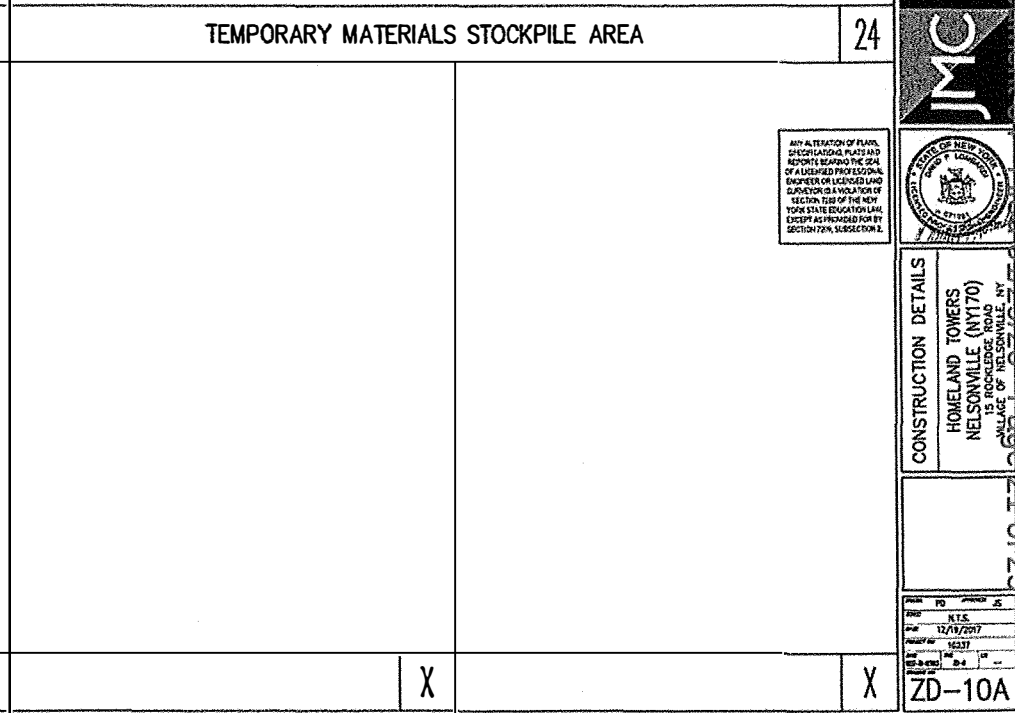
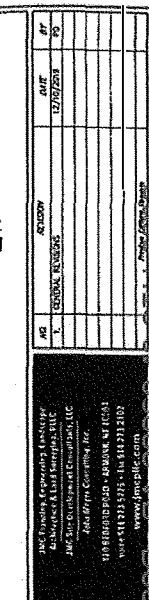
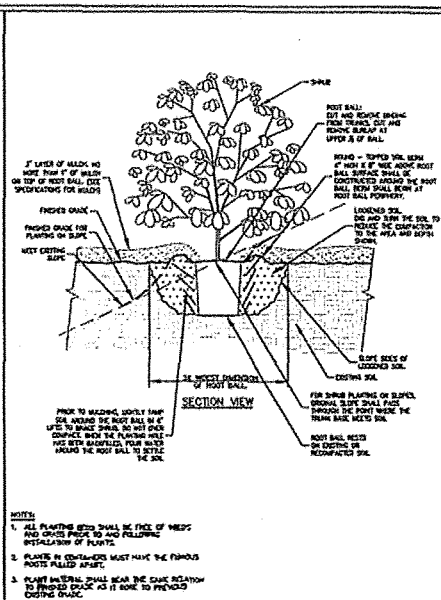


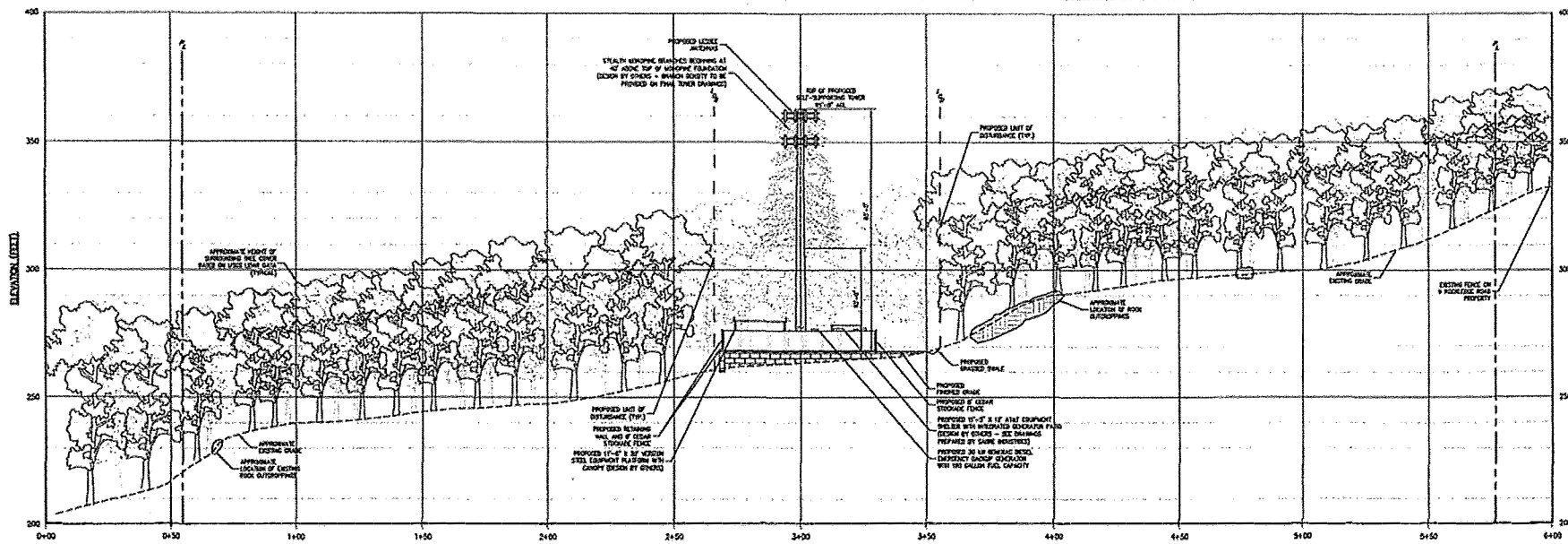
18

	CONSTRUCTION DETAILS	HOMELAND TOWERS NELSONVILLE (NY170) -VILLAGE OF NELSONVILLE, NY	PROJECT NO. PD	SHEET NO. 35
			DATE N.T.S. BY 01/11/2001	

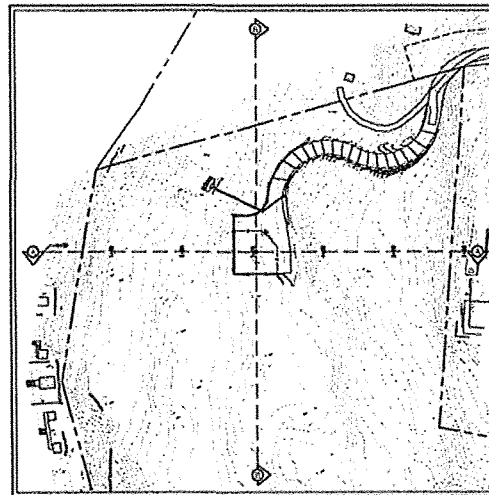
2

ZD-10





STATION (FEET)
SITE SECTION A-A
SCALE: 1" = 20' HORIZ. 1" = 20' VERT.



SITE GRADING PLAN
SCALE: 1" = 80'

- NOTES**
1. APPROXIMATE TREE QUANTITY AND SIZE DATA SHOWN FOR BRUSHED GRADE. THESE DATA ARE FOR GENERAL REFERENCE ONLY. THE EXACT QUANTITY AND SIZE DATA SHALL BE DETERMINED BY THE EXISTING SITE DATA.
 2. FOR CLARITY, EXISTING VEGETATION IN THE FORESTED/SHADED AREAS OF THE SECTION IS NOT SHOWN.



SITE NAME: NELSONVILLE
SITE NUMBER: NY170
TAX PARCELS: 48.6-1-7

NO.	REVISION	DATE	BY
1	GENERAL REVISIONS	12/10/2019	PD
2			
3			
4			
5			
6			
7			
8			
9			
10			

PROJECT NUMBER: 48.6-1-7
DATE: 12/10/2019
BY: PD
CHECKED BY: AS
DATE: 12/10/2019
SCALE: 1" = 80'
SHEET: 1 OF 1
ZD-13

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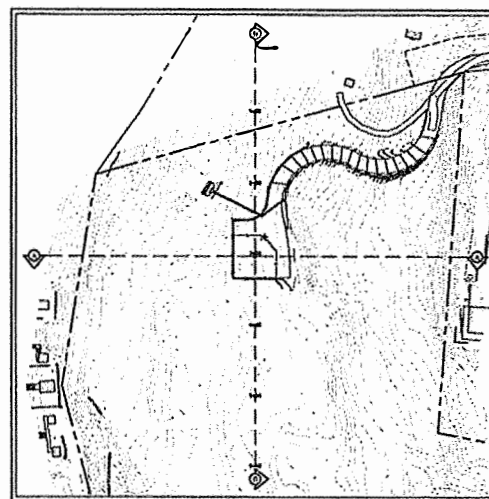
HOMELAND TOWERS, LLC
5 HARTFORD AVENUE
DANBURY, CT 06810

JMC
JMC ENGINEERING & ARCHITECTURE, LLC
200 S. MAIN STREET, SUITE 200
DANBURY, CT 06810
TEL: 203.753.1111
WWW.JMCENG.COM

JMC

SITE CROSS SECTIONS
HOMELAND TOWERS
NELSONVILLE (NY170)
15 KROGER ROAD
VILLAGE OF DANBURY, CT





SITE GRADING PLAN
SCALE: 1" = 10'

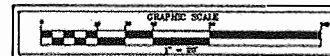
ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS RELATING TO THE DEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 2209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 2212, SUBSECTION 2.

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SITE NAME: NOLSONVILLE
SITE NUMBER: NY170
TAX PARCEL: 49.8-1-7

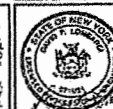
NO.	REVISION	DATE	BY
1.	GENERAL REVISIONS	02/10/2009	

HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CT 06810

BMC Planning, Engineering, Landscape
 Architecture & Light Engineering, LLC
 10000 Highway 100, Suite 100, Houston, TX 77036
 Tel: 281.415.1100 Fax: 281.415.1101
 Email: info@bmcplanning.com
 Website: www.bmcplanning.com



SITE CROSS SECTIONS



ZD-14



HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DUBLINOH, CT 06840

[illegible]

ROCKLEDGE ROAD / EASEMENT
FIRE APPARATUS ACCESS PLAN



PD **JL**

DATE 1 - 20
TIME 12/19/2017
PROPERTY NO. 16237
NO. **NO.** **NO.**
ISSUED BY
ZD-12